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ISAIAS RUVALCABA

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF IMPERIAL**

12 ISAIAS RUVALCABA, individually and on
behalf of others similarly situated, and as an
13 aggrieved employee and Private Attorney
General,

14 Plaintiff,

15 vs.

16 SPRECKELS SUGAR COMPANY, INC., a
California Corporation; SOUTHERN
17 MINNESOTA BEET SUGAR
COOPERATIVE, a Minnesota Corporation;
18 and DOES 1 through 50, inclusive,

19 Defendants.
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Case No. ECU001415

*Assigned for all purposes to: Honorable Brooks
Anderholt, Dept. 9*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

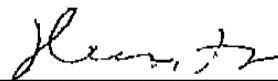
Complaint Filed: May 28, 2020
TAC Filed: July 8, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on March 29, 2023, the Honorable Brooks Anderholt in
3 Department 9 in the above-entitled Court, located at 939 West Main Street, El Centro, California
4 92243, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is a true and
5 correct copy of the Order and Judgment which was executed and filed on March 29, 2023.

6 Dated: March 30, 2023

PROTECTION LAW GROUP, LLP

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8 By: 

Heather Davis

Amir Nayebdadash

Attorneys for Plaintiff

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EXHIBIT A

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ISAIAS RUVALCABA

FILED
Superior Court of California,
County of Imperial
03/29/2023 at 11:59:36 AM
By: Roberta Morales, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF IMPERIAL

ISAIAS RUVALCABA, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

SPRECKELS SUGAR COMPANY, INC., a
California Corporation; SOUTHERN
MINNESOTA BEET SUGAR
COOPERATIVE, a Minnesota Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. ECU001415

*Assigned for all purposes to: Honorable Brooks
Anderholt, Dept. 9*

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: March 29, 2023
Hearing Time: 8:30 a.m.
Dept.: 9

Complaint Filed: May 28, 2020
TAC Filed: July 8, 2021
Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The above-referenced Action (“Action”) having come before the Court for a hearing and Final Order Approving Class Action and PAGA Settlement (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”), and due and adequate notice having been given to all Class Members as required in the Order Granting Plaintiff’s Motion for Preliminary Approval, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. The term “Class” and “Class Members” shall mean the following: “All individuals employed in hourly or non-exempt positions by Defendants Spreckels Sugar Company, Inc. and Southern Minnesota Beet Sugar Cooperative (“Defendants”) in California at any time between May 28, 2016, and July 7, 2022.” The term “Participating Class Member” includes all Class Members who did not submit a timely and valid Request for Exclusion as provided in the Settlement.

3. The term “PAGA Member” shall mean “all individuals employed in an hourly or non-exempt position by Defendants in California at any time between May 28, 2019, and July 7, 2022.”

4. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

5. Distribution of the Notice was directed to the Class Members as set forth in the Agreement and the other matters set forth therein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements of due process. All Class Members, all Released

1 Class Claims, and all Released PAGA Claims are covered by and included within the Settlement
2 and this Final Order.

3 6. The Court hereby finds the Settlement was entered into in good faith pursuant to
4 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
5 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
6 standards and applicable requirements for final approval of this class action settlement under
7 California law, including the provisions of California Code of Civil Procedure section 382 and
8 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
9 *Superior Court*, 4 Cal.3d 800, 821 (1971).

10 7. The Court further finds that the Settlement is fair, adequate, and reasonable and that
11 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
12 action settlement under California law, including the provisions of California Code of Civil
13 Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California
14 state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

15 8. The Court finds that the Settlement has been reached as a result of intensive, serious
16 and non-collusive arms-length negotiations. The Court further finds that the Parties have
17 conducted extensive investigation and research, and counsel for the Parties are able to reasonably
18 evaluate their respective positions. The Court also finds that Settlement at this time will avoid
19 additional substantial costs, as well as avoid the delay and risks that would be presented by the
20 further prosecution of the Action. The Court has reviewed the benefits that are being granted as
21 part of the Settlement and recognizes the significant value to the Class Members. The Court also
22 finds that the Class is properly certified as a class for settlement purposes only.

23 9. Upon the complete funding of the Maximum Settlement Amount Plaintiff and all
24 Participating Class Members, shall release and discharge the Released Parties from the Released
25 Class Claims that arose during the Class Period as set forth in the Agreement.

26 10. Upon the funding of the Maximum Settlement Amount, Plaintiff, all PAGA
27 Members, the LWDA, and the State of California shall release and discharge the Released Parties
28 from the Released PAGA Claims, that arose during the PAGA Period, as set forth in the

1 Agreement.

2 11. Additionally, upon the funding of the Maximum Settlement Amount, Plaintiff—on
3 behalf of himself only—shall also generally release and discharge the Released Parties from any
4 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have
5 been or could have been asserted against the Released Parties arising out of or relating to his
6 employment by Defendants or termination thereof, including but not limited to claims for wages,
7 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination
8 of employment. This release specifically includes any and all claims, demands, obligations and/or
9 causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except
10 provided by the Settlement Agreement) relating to or in any way connected with the matters
11 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
12 particularly described herein. This general release includes all employment-related and non-
13 employment related claims, whether known or unknown, arising during the Class Period.
14 Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section
15 1542, which provides:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
19 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
20 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY

21 This release specifically excludes claims for unemployment insurance, disability, social
22 security, and workers compensation (with the exception of claims arising pursuant to California
23 Labor Code Section 132(a) and 4553)

24 12. No Class Member submitted a request to be excluded from the Settlement.
25 Accordingly, all Class Members are hereby included in this final order and judgment and in
26 participating in the settlement. The last date to timely submit a request for exclusion was
27 December 27, 2022.
28

1 13. The Court hereby finds that there were no written objections to the Settlement. The
2 last day to submit a written objection to the settlement was December 27, 2022. The Court also
3 notes there were no objections made at the hearing on Final Approval of the Settlement.

4 14. The Court finds the settlement payments provided for under the Agreement to be
5 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the
6 Court orders Defendant to fund the Maximum Settlement Amount of \$2,400,000.00 within ten (10
7 business days of the Effective Date to provide payments for the Class/PAGA Members individual
8 settlement payments, the Class Representative Enhancement Payment for Plaintiff Isaias
9 Ruvalcaba, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and
10 expenses, and penalties to the California Labor and Workforce Development Agency pursuant to
11 Labor Code Section 2698 et seq. The calculations and the payments shall be made administered in
12 accordance with the terms of the Agreement.

13 15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
14 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
15 of \$800,000.00 (1/3 of the Maximum Settlement Amount) and litigation costs in the amount of
16 \$21,502.53 from the Maximum Settlement Amount as final payment for and complete satisfaction
17 of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other
18 person or entity related to the Action. The Court further orders that the award of attorneys' fees
19 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

20 16. The Court hereby approves and orders a Class Representative Enhancement
21 Payment of \$7,500.00 to Plaintiff Isaias Ruvalcaba from the Maximum Settlement Amount.

22 17. The Court approves and orders the payment in the amount of \$112,500 (75% of
23 \$150,000) from the Maximum Settlement Amount to the California Labor Workforce
24 Development Agency for penalties arising under the Private Attorneys General Act of 2004
25 (PAGA). The remaining \$37,500 of the PAGA Payment (25% of \$150,000) shall be distributed to
26 the PAGA Members as set forth in the Agreement.

1 18. The Court also hereby approves and orders payment from the Maximum Settlement
2 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
3 Phoenix Settlement Administrators, in the amount of \$12,000.

4 19. The Court hereby approves and orders payment of individual settlement payments
5 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

6 20. The Court also hereby approves and orders that any checks distributed from the
7 Maximum Settlement Amount yet remaining uncashed after one hundred and eighty (180)
8 calendar days after being issued shall be void. All uncashed settlement checks shall be transferred
9 to the California State Controller's Office and held in trust for such Class Members pursuant to
10 California Unclaimed Property Law, Civil Code Section 1500 et seq.

11 21. Provided the Settlement becomes effective under the terms of the Agreement, the
12 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
13 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

14 22. Neither the Settlement nor any of the terms set forth in the Agreement is an
15 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of
16 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other
17 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
18 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
19 admission by or against Defendants, or any of the other Released Parties, of any fault, wrongdoing
20 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
21 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
22 an admission or concession with regard to the denials or defenses by Defendants, or any of the
23 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
24 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the
25 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or
26 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or
27 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records
28

1 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*
2 *estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

3 23. Without affecting the finality of this Judgment, the Court shall retain continuing
4 jurisdiction over this action and the parties, including all Class Members, and over all matters
5 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
6 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
7 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
8 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
9 for resolution.

10
11 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

12 DATED: 03/29/2023

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15 **H.C. BROOKS ANDERHOLT**
16 **JUDGE OF THE SUPERIOR COURT**